

THIS AGREEMENT is made on this 16<sup>th</sup> day of June, 2015 between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; and Village of Irvington hereinafter known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

1. The Party of the First Part agrees to furnish to the Party of the Second Part, at Matthiessen Park Grounds on the 4<sup>th</sup> day of July, 2015 in a location to be designated by the Party of the Second Party and approved by the Party of the First Part, an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to a postponement date of the said display in the event of inclement weather as determined by The Party of the Second Part on the 5th day of July, 2015. The show may be rescheduled to the agreed postponement date for no additional cost. Additional postponements may be scheduled only within the period terminating NINETY days after the original scheduled date of the display for no additional cost; thereafter the display will be considered to be canceled. In the event of cancellation, the Party of the Second Part agrees to a payment of FIFTY PERCENT.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage naming the Village of Irvington as an additional insured. The Party of the First Part agrees to hold harmless the Party of the Second Part from all and any claims, legal fees incurred from the operations of the Party of the First Part.
5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
6. The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.
8. Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.
9. Total contract amount \$ 17,000.00 United States Dollars.

WITNESS:

Frances Desmeij

GARDEN STATE FIREWORKS, INC.

BY

August Santore

WITNESS:

Karen A. Buccieri

Village of Irvington

BY

Lawrence S. Schaffer  
Village Administrator